

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111
415/398-4510 FAX 415/398-4816

VIA UPS OVERNIGHT

April 5, 2001

RECORDATION NO. 23168 -N FILED
APR 06 '01 10-00 AM



Mr. Vernon Williams
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed for filing with the Surface Transportation Board are **three (3)** originals of a Partial Termination. In connection with the recording of this Partial Termination, please note the following information:

Previous STB Filing: **Security Agreement** in connection with that certain **Revolving Credit and Term Loan Agreement** dated as of October 18, 2000, under Recordation No. **23168**, filed at the Surface Transportation Board of the Department of Transportation on October 18, 2000 at 2:43 p.m.

Secured Party:

Fleet National Bank
100 Federal Street
Boston, MA 02110

Debtors: (collectively)

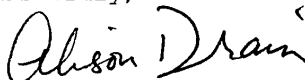
Helm Holding Corporation
Helm Financial Corporation
Helm Locomotive Leasing Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

A short summary of the document to appear in the index follows:

Partial Termination dated March 28, 2001, of the Security Agreement in connection with that certain Revolving Credit and Term Loan Agreement dated October 18, 2000 between Fleet National Bank as Secured Party and Helm (collectively) as Debtors terminating **four (4)** boxcars all with the Mark **MP** and the Numbers **266861, 266885, 267565 and 267643**.

Please file this Partial Termination as a secondary document to Recordation No. **23168** and return **two (2)** STB stamped originals to me. A check for twenty-eight dollars (\$28.00) is enclosed for the filing fee. If you have any questions, you may reach me at (415) 398-4510, Ext. 0.

Yours truly,


Alison Drain
Document Administrator

/ad
enclosures(3)

Handwritten initials

PARTIAL TERMINATION OF
SECURITY AGREEMENT

APR 06 '01 10:00 AM

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT ("Partial Termination") is dated as of March 28, 2001, by FLEET NATIONAL BANK, a national banking association ("Fleet") as the Agent for the Lenders (as defined in the Credit Agreement described below), for the benefit of HELM HOLDING CORPORATION, a California corporation, HELM FINANCIAL CORPORATION, a California corporation and HELM LOCOMOTIVE LEASING CORPORATION, a California corporation (collectively, "Helm").

1. **Recitals.** Helm owns the rail equipment bearing the Association of American Railroad reporting mark and number as described in Exhibit A attached hereto (the "Unit(s)"). Helm has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "Collateral"), to Fleet upon the terms and conditions provided in that certain Security Agreement dated as of October 18, 2000, between Helm and Fleet (the "Security Agreement") as filed with the Surface Transportation Board of the Department of Transportation ("STB") on October 18, 2000 at 2:43 P.M. under Recordation No. 23168. The Security Agreement was executed in connection with that certain Revolving Credit and Term Loan Agreement dated as of October 18, 2000, among the Borrowers, Lenders and Agent as defined therein (the "Credit Agreement").

Helm intends to sell the Unit(s) to a third party and desires that such sale shall be free and clear of any lien or security interest of Fleet. Helm requests Fleet's consent to such sale of the Unit(s) and requests Fleet to terminate its lien and security interest in the Unit(s).

2. **Consent & Partial Termination.** Fleet hereby consents to the sale of the Unit(s) by Helm. Fleet hereby forever terminates any and all liens and security interests in the Unit(s) granted to it under the Security Agreement. Such liens and security interests in the Unit(s) shall be forever terminated upon the filing of this Partial Termination with the STB, at which time all of Fleet's right, title and interest in and to the Unit(s) shall be null and void.

This Partial Termination shall have no effect on Fleet's lien and security interest in any other Collateral other than the Unit(s) and said lien and security interest in such other Collateral is hereby reaffirmed.

IN WITNESS WHEREOF, pursuant to due authority, Fleet has executed this Partial Termination of Security Agreement as of the date first above written.

FLEET NATIONAL BANK, as Agent

By: Robert S. Allen

Print Name: ROBERT S. ALLEN

Its: GROUP MANAGER

STATE OF MASSACHUSETTS)
) S.S.
COUNTY OF Suffolk)

On April 4, 2001, before me, Caryn Suffredini,
personally appeared Robert S. Allen, Group Manager of
FLEET NATIONAL BANK

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

Witness my hand and official seal.

Caryn Suffredini
SIGNATURE OF THE NOTARY
Commission expires: 11/27/03

[Notarial Seal]

EXHIBIT A

to the
Partial Termination of Security Agreement
dated as of March 28, 2001

THE UNIT(S)

Equipment Description:

Four (4) 60' boxcars.

Mark and Number:

MP	266861
MP	266885
MP	267565
MP	267643